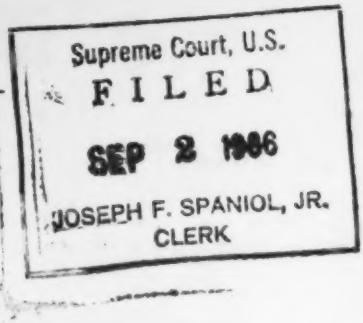
(9)

No. 86 - 229

IN THE SUPREME COURT OF THE UNITED STATES



OCTOBER TERM, 1986

ROBERT L. BROOKS, PETITIONER

vs

EBONY OIL CORPORATION, RESPONDENT

PETITIONER'S APPENDIX C

PLAINTIFF'S COMPLAINT

(4a-12.1a)

To the United States Court of Appeals
for the Second Circuit

12P

APPENDIX C (4a-12.1a)

PLAINTIFF'S COMPLAINT 4a

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ROBERT L. BROOKS,

Plaintiff.

- against -

EBONY OIL CORPORATION,

Defendant.

----------x

COMPLAINT

PLAINTIFF DEMANDS TRIAL BY JURY

Plaintiff, appearing Pro se, complaining of the Defendant, respectfully shows this Court and alleges as follows:

AS AND FOR ITS FIRST CAUSE OF ACTION

1. At all times hereinafter mentioned, Plaintiff was and still is a resident of the County of Queens, City and State of New York.

2. At all time hereinafter mentioned, on information and belief, the Defendant, EBONY OIL CORPORATION, is a corpo-

ration, incorporated under the laws of New York State, and having a main office at 107 - 15 Merrick Boulevard, Jamaica, Queens, New York.

3. The jurisdiction of this Court is invoked under and is conferred U.S.C., Title 28, Section 1331 and Section 1343, in an action that arises under the Constitution of the United States, Article 1, Section 10, Clause 1.

4. That on or about Junuary 21, 1976, Plaintiff and Defendant entered into an agreement, Exhibit "A" attached, for the rendering of service by the Defendant and payment therefor by the Plaintiff, for a total sum of $1475.00.

5. Upon information and belief at all times hereinafter mentioned, the aforesaid contract agreement, Exhibit "A" was in full force and effect.

6. That the aforesaid contract stated, in part:

> " . . . The Seller and Purchaser agree to the following conditions: . . . 1, All the above equipment is to be installed in a first-class workmanlike manner . . . "

7. That on or about January 22, 1976, the Defendant, upon information and belief, was notified by the sub-contractor, of the poor workmanship and the violation in the installation of the Oil Burning Equipment.

8. That on or about March 12, 1976, Defendant's workman demanded the completion slip signed without being inspected by the Building Deptment for the City of New York, and refused to correct the poor installation job.

9. That the conduct and acts of the Defendant herein were willful, malicious, wanton and all calculated to impede, de-

lay and prevent the Plaintiff from obtaining due process as promised in the signed contract, Exhibit "A".

10. That on or about July 16, 1976 upon information and belief, the Defendant was cited by the Department of Building for the City of New York, on Docket No. 4111/76, on the installation, and demanded that a licensed Oil Burner Installer be used.

11. That Defendant wilful, malicious, and all calculated not to follow a signed contract, Plaintiff has been damaged in the sum of FIFTY THOUSAND DOLLARS ($50,000.00).

AS AND FOR ITS SECOND CAUSE OF ACTION

12. Plaintiff repeats and reiterates each and every allegation contained in the first cause of action with the same force and effect as fully set forth herein.

13. Upon information and belief, the Defendant knew the facts pertaining to the Plaintiff's claim against EBONY OIL CORPORATION, and with full knowledge of their printed contract, that was breached as the work was not done "in a first-class workmanlike manner", counter-claimed in Small Claims Court for the City of New York.

14. That before the case could be heard, the Defendant submitted an amended Answer and Counter-claim for $1170.00, that transferred the case to Civil Court.

15. That on or about November 23, 1976, and Inquest Judgment was granted Plaintiff, for the Defendant, under the conditions set by the Court.

16. That on or about November 23 1976, upon information and belief, notice had been sent by the Department of

Building for the City of New York, that an Objection Sheet had been issued against the installation, that had been corrected by the Defendant, and nothing had been done.

17. That on or about August 13, 1976 Defendant had sent to Plaintiff, a letter stating in part, that, "As per your request, this letter is written to inform you that we will not charge you for removing the oil burner violations as cited in the Official NYC violation notice, dated July 16, 1976, Docket # 4111/76".

18. That on or about February 28, 1977, Allen Plumbing Company did the work to satisfy the Department of Building, and received an approved, stamped Application on March 28, 1977.

19. That on or about February 3, 1978 the Defendant was notified of the work done and the final payment sent.

20. Defendant sent the check back, and later added a new motion "to amend its addamnum clause in its counterclaim to increase the claim for damages to TEN THOUSAND DOLLARS ($10,000.00)". The motion was denied on October 10, 1978, in Civil Court of the City of New York, pursuant to CPLR Rule 3404.

21. That upon information and belief, Defendant did wilful and malicious serve a summons, that was barred b y law, as defined by United States Act of 1871, 42 U.S.C.1983.

22. That the Defendant's summons, to be answered in State Supreme Court, was not pursuant to any law or statute, and only used to harass this Plaintiff.

23. By reason of Defendant's fraudulent conduct, under the "color of law". as set forth above, the Plaintiff has

sustained damages in the sum of FIFTY THOUSAND DOLLARS ($50,000.00).

AS AND FOR ITS THIRD CAUSE OF ACTION

24. Plaintiff repeats and realleged each and every allegation contained in paragraphs 1 through 23 inclusive of this complaint as if fully set forth herein.

25. Upon information and belief, the false statements submitted by Defendant, on or about March 16, 1979 in the Affirmation, failed to state that there had been answers, and one of the answers, contained a self address envelope that was used in reply, stating that, " . . . I am using envelope you provided in that letter to send you this one . . . "

26. Upon information and belief, the "bogus order" submitted by Defendant on or about July 24, 1980, under the "color of law", in a denial of due process.

27. That the Defendant, upon information and belief, has strong ties with the courts in this State, and justice may not be given to one who is not a member of the bar, even under the laws of the State, and those laws provided by Federal Rights and Due Process, that were urgued in the proceedings in the State court.

28. That the Defendant violated Rule 3.1 of the Rules of Chief Administration of the Courts, for the State of New York.

29. That information was delibrerately omitted from Defendant's affirmation, dated one day after the Index Number was assigned on March 15, 1979, and was submitted in State Court for an order, giving EBONY OIL CORPORATION, relief denied under the laws of the State.

30. That the Judgment, dated March 26, 1981, on testimony given by the President of EBONY, for Inquest, however only

the attorney for EBONY was present.

31. By reason of Defendant's fraudulent conduct, under the 'color of law", as set forth above in this Third Cause of Action, the Plaintiff has substained damages in the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00).

WHEREFORE Plaintiff demands judgment against the Defendant for the First Cause of Action, $50,000.00; and, for the Sec - ond Cause of Action, $50,000.00; and for the Third Cause of Action, $100,000.00, together with costs and disbursement of all three Causes of Action.

/s/
ROBERT L. BROOKS
Appearing Plaintiff, Pro se
187 - 22 Rome Drive
St. Albans, New York, 11412

(Verified by Robert L. Brooks, Aug. 13, 1985)

Sworn to before me on the
14th day of August, 1985

/s/
ANA G. GONZALEZ
Notary Public
No. 31-4814988 Exp. 3/30/86